



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: Neumo Tax & Licensing, LLC
5860 Trinity Parkway
Suite 120
Centreville, VA 20120

Contract No. 2019-321
Contract: Land & Vitals Record
Management System

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

1. Add Daily Indexing Fees (US Imaging AI & Verify - Daily Indexing) Product Code GR000342, for \$1.92 per unit / document.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. Three (3) has been accepted and authorized by authority of Collin County Commissioners Court by Court Order No. _____ effective on _____.

ACCEPTED BY:



SIGNATURE
Matt Coury
(Print Name)

TITLE: CEO
DATE: 6/4/2026

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: PURCHASING AGENT
DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2021-751-08-09

Renewal No.	<u> </u>	Court Order No.	<u> </u>
Renewal No.	<u> </u>	Court Order No.	<u> </u>
Renewal No.	<u> </u>	Court Order No.	<u> </u>

Amendment No.	<u>1</u>	Court Order No.	<u>2021-1090-11-01</u>	Summary	<u>amend sch. A-3 indexing cost</u>
Amendment No.	<u>2</u>	Court Order No.	<u>2025-661-07-14</u>	Summary	<u>add eSubmission</u>
Amendment No.	<u>3</u>	Court Order No.	<u> </u>	Summary	<u>add daily indexing</u>

Proposed on: May 6, 2026

Services Modification for Collin County Clerk

Prepared for:

Stacey Kemp

Collin County Clerk
2300 Bloomdale Rd
Suite 12165
McKinney, Texas 75071
United States



Pricing Summary

Product	Product Code	Special Terms	Unit Price (Per Document)
Daily Indexing Fees US Imaging AI & Verify – Daily Indexing	GR000342		\$1.92

Replacement of Third-Party Indexing Services. Customer has elected to replace its existing third-party daily indexing services currently provided under Schedule A-3 (Daily Indexing) of the Kofile Technologies, Inc. Land Record Management System Subscription and Service Agreement (the “Legacy Indexing Services”) with the AI-enabled indexing services proposed herein utilizing US Imaging AI Indexing (the “Replacement Indexing Services”). Upon Customer's written authorization to proceed and completion of transition activities described below, the Replacement Indexing Services shall fully substitute for, and perform the same functional role as, the Legacy Indexing Services.

Transition and Continuity of Operations. Neumo shall coordinate, directly or indirectly, with Customer personnel and relevant third parties to ensure an orderly transition from the Legacy Indexing Services to the Replacement Indexing Services, including parallel processing, validation, and cutover activities as reasonably requested by the County. The transition shall be structured to avoid disruption to recording operations, statutory timelines, or public access to records.

Functional Equivalency and Supersession. Following successful cutover, the Replacement Indexing Services shall be deemed to supersede the Legacy Indexing Services for all operational purposes. References in County operational workflows to “daily indexing,” “index verification,” or substantially similar functions shall be deemed satisfied by the Replacement Indexing Services.



Order Form General Terms

GENERAL INFORMATION	
Expiration of Offer:	The pricing set forth in this “ Order Form ” shall remain valid until May 15, 2027. If Customer has not accepted this Order Form by such date, the Order Form shall automatically expire and be of no further force or effect.
Defined Terms:	Capitalized terms used in this Order Form but not otherwise defined herein shall have the meanings given to them in the TOU (defined below). The TOU are incorporated by reference into this Order Form. “Agreement” means the Existing Contract and the TOU (as applicable). “Contract Year” means each consecutive twelve (12)-month period during the Term, with the first Contract Year commencing on the Effective Date, and each subsequent Contract Year commencing on the anniversary thereof. “Customer” means the “Customer” identified below. “Effective Date” means May 22, 2026. “Existing Contract” means the “Existing Contract” indicated below, including amendments thereto. “Neumo” means Neumo Tax & Licensing, LLC f/k/a GovOS, Inc. “Predecessor” means Kofile Technologies, Inc., Neumo’s predecessor-in-interest to the Existing Contract. “Services” means, collectively, all products and services provided by Neumo under this Order Form, including without limitation: (a) access to and use of Neumo’s hosted software applications and related subscription offerings (“Subscription Services”); (b) professional services such as implementation, configuration, data migration, training, consulting, and other time-and-materials services (“Professional Services”); (c) maintenance and support services, including updates and upgrades to the Subscription Services (“Maintenance Services”); and (d) any ancillary services, including document processing, payment facilitation or third-party integrations, that Neumo agrees to provide. The specific Services purchased by Customer, including the scope, duration, and applicable fees, will be identified in the Pricing Summary page of this Order Form. “TOU” means Neumo’s standard terms of use and service level agreement, which can be found at https://neumo.com/tou-sla/.

CUSTOMER INFORMATION	
Organization Name:	Collin County Clerk



Primary Address:	2300 Bloomdale Rd Suite 12165 McKinney, Texas 75071 United States
Primary Contact Name:	Stacey Kemp
Primary Contact Email:	skemp@collincountytx.gov
EXISTING CONTRACT INFORMATION	
Title of Existing Contract:	The title of the Existing Contract or Order Form # is: Land Record Management System Subscription and Service Agreement, which was made effective as of August 18, 2021. If the Existing Contract does not contain negotiated terms governing the use of the Services (for example, if the Existing Contract consists solely of a purchase order or other ordering document), then the TOU shall exclusively govern use of the Services. For the avoidance of doubt, any pre-printed or boilerplate provisions contained in standard ordering documents (including purchase orders) shall not be deemed part of the Existing Contract or otherwise incorporated into the Agreement.
Expiration Date of Existing Contract:	May 1, 2027 (the “ Expiration Date ”)
Terms of Existing Contract:	The Existing Contract shall remain in effect and shall continue to govern the products or services previously provided thereunder; provided, however, that the TOU and this Order Form shall supplement and control with respect to the Services, Fees, and other terms and conditions set forth herein, and shall also apply to any matters not expressly addressed in the Existing Contract. In the event of a conflict, the order of precedence shall be: (i) this Order Form (including any attached SOW), (ii) the TOU, and (iii) the Existing Contract.
AMENDMENT(S); EXHIBITS	
Incorporation of Additional Services; Co-Termination:	The Services identified in the Pricing Summary above are being added to, and shall be incorporated into, the Existing Contract, effective as of the Effective Date. As of the Effective Date, such Services shall be deemed part of the Services provided under the Existing Contract and shall be subject to all terms and conditions of the Existing Contract. Unless otherwise expressly stated in this Order Form, the term of the Services added pursuant to this Order Form shall co-terminate with the then-current term of the Existing Contract, including any renewal term thereof that is in effect at the time this Order Form becomes effective. Upon expiration or termination of the Existing Contract, this Order Form and the Services provided hereunder shall automatically terminate concurrently.
Implementation of New Services:	Neumo and Customer will cooperate to ensure timely and accurate implementation and delivery of the New Services (if any). New Services shall be provided pursuant to a statement of work attached hereto as Exhibit A (if applicable). Customer will be required to provide certain information to allow Neumo to set-up and implement the New Services. This may include Customer’s local legal requirements, tax and fee requirements, compliance standards, merchant processing credentials and business notification preferences. Customer



	acknowledges Neumo’s ability to correctly and timely implement forms, templates, workflows and other elements necessary to provide the Services is dependent upon cooperation from Customer. Customer will participate in user acceptance testing as reasonably requested by Neumo. Neumo is not responsible for delays or other consequences resulting from Customer’s failure to timely provide accurate information or participate in user acceptance testing. Payment of fees for the New Services will not be reduced, delayed or modified as a result of Customer’s failure to meet this obligation.
Hardware:	If, prior to the Effective Date (indicated above), Neumo or its Predecessor provided hardware and/or maintenance services associated with the same to Customer, then following the Effective Date Customer will be solely responsible to maintain an adequate technical environment to utilize the Services including providing and maintaining any necessary hardware and equipment to meet the Services’ requirements. Upon request, Neumo will identify hardware requirements and recommend hardware and equipment that meets Services requirements. Additionally, Neumo hereby conveys to Customer title and ownership “as is” and “where is” to any and all hardware and equipment previously provided to Customer under the Existing Agreement. Neumo makes no representations and disclaims any and all warranties with respect to such hardware or equipment.
FINANCIAL TERMS	
Fees:	Fees for the Services during the Term shall be at the rates indicated on the Pricing Summary page (the “ Fees ”) and are non-refundable once paid.
Payment Terms:	Implementation Fees. Fees for implementation, configuration, and other one-time Professional Services shall be invoiced as set forth in this Order Form or the applicable SOW. If the applicable SOW does not specify payment terms, such Fees shall be invoiced upon delivery of the associated Services and are payable within thirty (30) days of the invoice date. Professional Services Fees. Fees for Professional Services other than implementation (e.g., training, consulting, data migration, or other project services) shall be invoiced as set forth in this Order Form or the applicable SOW. If the applicable SOW does not specify payment terms, then: (a) fixed-fee Professional Services shall be invoiced upon completion of the applicable milestone or deliverable, and (b) time-and-materials Professional Services shall be invoiced monthly in arrears. Subscription and Maintenance Fees. Unless otherwise indicated on the Pricing Summary page of this Order Form, annual subscription and maintenance fees shall be invoiced in advance and are payable annually prior to the commencement of the applicable subscription or maintenance period. Per-Transaction, Per-Unit or Usage-Based Fees. Fees calculated on a per-transaction, per-unit, per-document, per-image, or similar usage basis shall be invoiced monthly in arrears. All invoices are due and payable within thirty (30) days of the invoice date, in U.S. dollars, without set-off or deduction, subject to any prompt-payment laws applicable to Customer. In the event of a conflict between these payment terms and applicable law, the payment terms shall be deemed modified as necessary to comply with such laws.



Taxes:	All Fees and other amounts payable under this Order Form are stated exclusive of sales, use, excise, value-added, or similar transaction-based taxes. Neumo acknowledges that, if Customer is a governmental entity, Customer is generally exempt from such taxes. If, however, any such taxes are lawfully imposed on Customer in connection with this Order Form and are not subject to exemption, Customer shall be responsible for payment of those taxes. Customer shall not be responsible for any taxes imposed on or measured by Neumo's income, revenues, gross receipts, personnel, or real or personal property, or other assets.
MISCELLANEOUS TERMS	
Piggyback:	During the Term: (1) other public corporations, entities, or agencies directly affiliated with Customer (each, a " Piggyback Entity ") may request to piggyback on this Order Form to acquire solutions or services offered hereunder on the same terms and conditions set forth in this Order Form; and/or (2) Customer may acquire additional solutions or services offered by Neumo on the same terms and conditions set forth in this Order Form, other than pricing terms, which shall be negotiated in good faith by the parties hereto. If Neumo receives a request to piggyback on this Order Form, Neumo must provide written notice of the request to Customer within five (5) business days of receipt. If Neumo accepts, and Customer approves the request to piggyback, the administration of the services provided to any Piggyback Entity must be governed under a separate agreement between Neumo and such Piggyback Entity. Customer shall have no obligation or liability to Neumo, any Piggyback Entity, or any third party in connection with the administration of services provided to any Piggyback Entity.
Modification of Incorporated Documents:	Neumo reserves the right from time to time to modify the TOU; however, this Order Form will remain governed by the TOU in effect as of the Effective Date.

[End of Terms]

ADMINISTRATIVE INFORMATION:	
Contract #:	IC-1397
Customer Name:	Collin County Clerk
Billing Contact Name:	Stacey Kemp
Billing Contact Email:	skemp@collincountytx.gov
Billing Contact Phone:	972-548-4185
Contract Term (months):	12 months



Neumo Representative:	Jessica Parker
Billing Frequency:	Monthly



Order Form Acceptance

By signing below, by issuing a purchase order or other written confirmation referencing this Order Form, by obtaining the Services through a reseller or purchasing agent, or by accessing or using the Services, Customer and Neumo accept this Order Form.

Customer Signature

_____	_____	_____
Signature of Authorized Representative	Title	Date

Neumo Signature

	CEO	6/4/2026
_____	_____	_____
Signature of Authorized Neumo Representative	Title	Date